

**First Amendment to the
Interconnection Agreement between
TC Systems, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TC Systems, Inc. (TC Systems), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement).

WHEREAS, BellSouth and TC Systems entered into the Agreement on March 14 2006, and;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 5.7 of Attachment 2 and replace with the following language:

5.7 Rearrangements

- 5.7.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working TC Systems circuit from one CFA to another TC Systems CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.
- 5.7.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of TC Systems, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.7.1 and 5.7.2 above and TC Systems may request OC-TS for such orders.
- 5.7.4 BellSouth shall accept a LOA between TC Systems and another carrier that will allow TC Systems to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.7.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: TC Systems may utilize the EEL to UNE-L

Retermination process, as described in BellSouth's guides available on its web site, to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.7.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. TC Systems shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

5.7.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if TC Systems elects not to utilize the EEL to UNE-L Retermination process, TC Systems must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, TC Systems will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

2. The Parties agree to add the rates for Rearrangements and Service Rearrangements to Exhibit A of Attachment 1, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. All of the other provisions of the Agreement dated March 14, 2006 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page


IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

TC Systems, Inc.

By: 

By: 

 Name: Kristen E. Shore

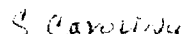
Name: Bill C. Peacock

Title: Director

Title: Director - GAM

Date: 4/5/06

Date: 4-4-2006


Version: Rearrangements Amendment
12/02/05

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